



# ACE Industrial Group Inc.

1450 W. Grand Pkwy S. suite G.  
Katy, TX 77494

Phone: 713-459-5773 Fax: 281-392-3823

7/10

INVOICE	
INV.#	30628
DATE:	06/29/13

Bill To:
Trident Steel Corporation
12825 Flushing Meadows Drive
Suite: 110
St. Louis, MO 63131
Tel: 314-822-0500
Fax: 314-984-8700

Ship To:
TSI BEAR BAYOU
Trident Steel PO# 8258

P/O. No.	Release Date	Terms	Ship From	Ship By	Sold By	
8258	07/01/13	1%-10, 30	GWII	PJ TRANSPORT	TDL	
Item	Description			Qty: Pcs.	Unit Price	Amount
1	5-1/2 P110 BTC API CASING COUPLING ✓			1,463	\$29.30 ✓	\$42,865.90
	<i>ENTERED PO 531 PO 243 7/8/13</i>			<i>ROG PA 479-238 1/3/13 C TSB</i>		<i>- 857.32 42008.58</i>
Notes:				TAX %	N/A	
This Invoice is Authorized By: Please contact Tony Li at 713-459-5773 or email tonyli@aceindustrialgroup.com for any questions.			Deposit Paid	None		
			Balance Due	\$42,865.90		
			<b>We Appreciate Your Business!</b>			

Metris Rec'd

*Metris Rec'd*  
JUL 05 2013

*OK to Pay me*

EXHIBIT 1

Trident 393



## Trident Steel Corporation

12825 Flushing Meadows Drive, Suite 110 · St. Louis, MO 63131  
 Telephone: 314-822-0500 · Telefax: 314-984-8700  
 Website: [www.tridentsteel.com](http://www.tridentsteel.com) · E-mail: [sales@tridentsteel.com](mailto:sales@tridentsteel.com)

Page 1 of 2

PURCHASE ORDER

**No. 8258**

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ACE Industrial Group Inc.

Attention: Tony Li  
 Fax: (281) 392-3823

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Trident Steel Corporation  
 c/o TSI  
 Bear Bayou Facility  
 15938 Bear Bayou Drive  
 Channelview, TX 77530

DATE	DATE REQUIRED	TERMS	F.O.B.	FRT	SHIP VIA	
06-28-13	07-01-13	1/10	Deld.	PPD	Truck	
QUANTITY	DESCRIPTION			UNIT PRICE	PER	AMOUNT
1463 Pcs	Specifications: API 5CT Casing Couplings Grade: P110 Mfr: ... Mfr. Process: Seamless Ends: BTC Dimensions: 5-1/2" O.D. FOB: Delivered prepaid truck			\$29.30	Pc	
	Delivered to Bear Bayou for Trident's account on Monday, July 1 <sup>st</sup>					
	Original mill test reports and signed bills-of-lading to accompany hard copy invoice to Trident Steel.					
	<b>Mill test certification must accompany commercial            invoice, absent mill test report, invoice will be held            pending receipt of report.</b>					
	<hr/> AUTHORIZED SIGNATURE					

## EXHIBIT 1

Trident 394



## CONDITIONS OF PURCHASE

1. The terms and conditions contained in this Purchase Order represent the full and final agreement between Purchaser and Seller. No terms and conditions, other than those specified herein, and no agreement or understanding in any way modifying the terms and conditions herein shall be binding upon Purchaser, unless mutually agreed in writing and hand-signed by an authorized representative of each party. Any additional or inconsistent terms contained in Seller's sales confirmation or invoice are expressly rejected and shall be construed as proposed new terms. These terms and conditions shall govern any future orders unless Seller and Purchaser expressly agree to the contrary in writing, hand-signed by an authorized representative of each party.
2. Seller warrants that the articles or materials furnished shall conform to this contract in all respects, and shall be of good workmanship and quality, merchantable, free of all defects and fit for the purposes which they are intended. Seller's warranty gives Purchaser the right to reject, return, hold subject to Seller's risk or, at Purchaser's option, Seller will replace, repair or make good (without additional cost to Purchaser) all or any part of this shipment which is not in full conformity with this order, regardless of when the merchandise is examined by Purchaser. Rejected merchandise shall be returned to seller at invoice price plus charges for transportation, labor, handling, and other expenses.
3. Seller accepts this order in its entirety, and acknowledges the following:
  - a. Time is of the essence with respect to timing of shipment / delivery as stated herein;
  - b. Seller shall ship / deliver all merchandise pursuant to the terms of the order. Partial, late, incomplete, or other non-conforming shipments shall be rejected unless acknowledged in writing by Purchaser prior to shipment.
  - c. If the goods or the tender of delivery fail in any respect to conform to the contract, Purchaser may reject the whole, accept the whole, or accept any commercial unit(s) and reject the rest.
  - d. In the event that Seller fails to perform as agreed, Seller shall be responsible for Purchaser's cost of cover. In the event that any goods accepted by Purchaser are subsequently found to be nonconforming, Purchaser may revoke acceptance of any or all of the goods in this order, without regard to what constitutes a commercial unit or the feasibility of segregating conforming from nonconforming items.
  - e. In the event that Purchaser returns any goods as provided in these terms and conditions, Seller shall indemnify Purchaser for any ad valorem taxes that Purchaser incurred with respect to the returned goods.
4. Seller shall indemnify and free Purchaser from any liability for any unpaid federal, state, or local taxes, or contributions of unemployment funds, or any other amounts of any kind levied on Seller whether now owing or in the future, arising from compensation to Seller's employees resulting from work on merchandise ordered hereunder.
5. Seller agrees to indemnify and hold Purchaser harmless from and against all claims, losses, causes of action, demands, damages, costs, expenses, actions, attorney's fees, and claims of any other type whatsoever which may be made against, sustained by, and / or incurred by Purchaser due to defects and / or alleged defects in the products manufactured by Seller and distributed by Purchaser to its customers.
6. Seller agrees to cause Purchaser to be named as an additional insured under any of Seller's applicable liability insurance policies, including excess or umbrella policies, and including any coverage for products and completed operations. This agreement is limited to claims arising from use of the products by Purchaser or its customers and is independent of the indemnity obligation in the prior section.
7. Purchaser's rights hereunder shall be cumulative. Nothing herein stated shall limit the remedies available to Purchaser. Nor shall any delay or agreement to any lesser remedy operate as a waiver of any of Purchaser's rights hereunder.
8. Any provision found to be invalid by a competent court of law shall default to and be replaced by the applicable provisions of the Uniform Commercial Code, or comparable state or federal law, and shall have no effect on the validity of the remaining terms and conditions.
9. Any dispute with regard to this order shall be governed by the law of the state of the specified delivery location. The state courts of the state and county of the specified delivery location shall have exclusive jurisdiction over any dispute relating to this order.
10. Notwithstanding the foregoing section, it is hereby agreed that any controversy or claim arising out of or relating to this order, shall be settled by arbitration administered in the state and county of the specified delivery location, pursuant to a single arbitrator arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
11. All information contained herein is confidential, and provided to Seller by Purchaser for the benefit of executing its responsibilities under this contract. Seller agrees that it will not disseminate the information in this contract, in whole or in part, for any reason without prior written authorization from Purchaser.

## EXHIBIT 1